

Mr. Loureiro afterwards took the mortgage over from the original mortgagee and ceased to be a trustee. Mr. P. A. da Costa then became a trustee. Mr. Loureiro is not a shareholder. There are ordinary members elected to the Club besides the shareholders, and they pay an entrance fee of \$25 and a subscription of \$3 per month. Mr. Loureiro has been paying the subscription. I do not know whether or not he paid the entrance fee. The affairs of the Club are dealt with by the General Committee, which is composed entirely of shareholders. The Finance Committee are also shareholders. The statutes of the Club were framed for the guidance of the shareholders only. The wine and food are provided under the direction of two members of the General Committee. The rules of the present Club are the same as those of the old Club. The members of the old Club became members of the new Club without being balloted for. The new Club never adopted the old rules by special resolution or otherwise, but simply allowed them to go on. The disbursements made by the General Committee and the receipts are handed in to them. The defendants in this case are all members of the body of shareholders. In July last year several meetings were held by the General and Finance Committees and in consequence of what transpired there a notice was sent to all the members and to Mr. Loureiro, and a meeting of the members was held, the minutes of which meeting were confirmed at a subsequent meeting. By Mr. Francis I mean that the minutes were read and confirmed as being correct at the subsequent meeting, not that the resolution expelling Mr. Loureiro was again put to the meeting. There is still a mortgage of \$4,500 remaining on the property; the amount was \$27,000 in 1875. The sale of the theatre realised \$10,000. I do not think any portion of the money received from members by way of entrance fee or subscriptions or for wine or food has been used in paying off the mortgage. The number of paying members, including shareholders, is about 120, and the income of the Club from subscriptions is consequently about \$360 per month. The interest on the mortgage is paid out of the balance handed to the Finance Committee by the Hon. Treasurer after the ordinary expenses of the Club are paid. The term used for shareholders is *socios accionistas* and for members who are not shareholders *socios sociosubscriptores*. The witness was then cross-examined at length on the rules of the Club, but was unable to point out any instance in which the term *subscriptores* was used, but he said it was understood. He was further cross-examined with the view of showing that the profit on the working of the Club was used to pay off the mortgage. Mr. P. A. da Costa produced a letter written from Mr. Loureiro before the meeting was held. The letter authorised Mr. da Costa to tender Mr. Loureiro's resignation if any question was raised as to his conduct, but it was not read in Court. By Mr. Francis—Witness was one of the trustees of the Club. The term *socios* in the statutes referred to members whether shareholders or not, but was rather ambiguous. He did not know of any other rules for the management of the Club—since its re-organisation—except the ones handed in. Before this case he had never known of any reference to the rules of the old Club as being the rules of the present one. Mr. Mackean said that was the case for the defendants. He argued that the notice served on the plaintiff was a sufficient notice to place him on his defence, and that if he proceeded in such a manner as to show he had no desire to defend himself it ought to be taken against him rather than against those who issued the notice. He also laid stress on the point he had before raised, and which he contended the evidence supported, that the whole of the Club property was taken over by certain persons and paid for by them and others who had joined them. The cases cited showed that the jurisdiction of the court could only be exercised in cases where the property was affected. There were cases where it was difficult to see in what way property was endangered in such a way as to require the court to issue an injunction, but in every single case it would be found that it was not because a person happened to be a member of an association and was turned out that the court reinstated him, but because the association had done him a wrong, but it was in respect of some injury to his property that the Court interfered, and in this case it was perfectly clear that the shareholders who had paid for the property were the only persons having a proprietary interest in it.

His Lordship pointed out that the shareholders did not pay the whole of the money; \$14,500 was raised by shares, \$10,000 by the sale of the theatre, and it also appeared that the profits had been taken every year for the purpose of paying interest and reducing the mortgage debt. Mr. Mackean said the profits had been taken by the shareholders, who were in the position of a single proprietor of a club. His Lordship asked where the agreement was, between the members and shareholders. In a proprietary club one knew what he was doing; one knew he got nothing out of it except the privilege of using it. Mr. Mackean said that was the case here, and that the plaintiff had never claimed anything further. In a proprietary club it was no business of the members whether there was a mortgage debt or not, or how the profits were applied. He therefore submitted the plaintiff was not entitled to any injunction. Mr. Francis, with regard to the question of property, called his Lordship's attention to the trust deed, where the property was declared to belong to the Club Lusitano and to be held in trust for the persons beneficially interested therein. His Lordship said Mr. Mackean's argument would be that the persons beneficially interested were the shareholders. Mr. Francis submitted that the statutes, which constituted the Club Lusitano, contained the organisation of the Club, and that the Club consisted of members some of whom were shareholders and some were not shareholders. That was the association for which the property was held in trust, and although the persons who had taken shares had no doubt special rights with reference to the property, still some of the money used in paying for the property was the money of non-shareholding members. Out of the fund raised by subscriptions had been taken what was required for the working of the club and also a portion of the purchase money. Therefore on the face of the deeds and statutes he submitted the whole of the members were interested in the property of the club. In a proprietary club there was a distinct agreement that the subscriptions, and so forth should go to the proprietors, who on their part undertook to provide certain things. In the present case there was no pretence of such an agreement. There were the distinct bodies who carried on the affairs of the Club—the Financial Committee, looking after the shareholders' interest, and the General Committee, the latter handing over to the former whatever balance there was on the working of the Club. The shareholders were in this position—either they were a body of some fifty proprietors who were associated together and making a profit to themselves, and therefore an illegal association—which his Lordship would not assume, or else they had been really working for and in the interests of the general body of the members of the club, the profits being made being used for the purpose of paying off the debt on the property so that the Club might be worked more economically. He therefore submitted the members had a beneficial interest in the Club and its property and furnished, and referred to some cases on the point. In conclusion he said that neither the rules of the Club nor the rules of natural justice had been followed in dealing with Mr. Loureiro, and following the decided cases Mr. Loureiro was entitled to a declaration that the proceedings at the meeting were null and void, and to be reinstated as a member. His Lordship said he would look at the cases which had been cited and give judgment at an early day.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

An extraordinary meeting of shareholders in the above company was held this afternoon, at 3 o'clock in the Company's Office, No. 45, Queen's Road, when there were present, the Hon. P. Ryrie, (Chairman) Messrs. W. H. Forbes, A. Gultow, H. L. Dalrymple, (Directors) A. B. Johnson, A. M. R. Pereira, C. Palmer, and James D. Coughtrie, secretary. The secretary read the notice convening the meeting, when the Chairman commented on the small attendance, which he said was doubtless owing to the unfavorable weather. He stated that 1207 shares were represented, and that, as he had heard nothing but favorable opinions amongst the shareholders concerning the resolutions they were to bring before them he did not think it would be necessary to postpone the meeting. He would propose that the resolution passed at the Extraordinary Meeting held on the 19th ultimo be confirmed.

Mr. A. Gultow seconded the chairman's proposal, and the Resolution was accordingly confirmed.

This concluded the business of the first meeting.

The Secretary then read the notice convening an extraordinary meeting for 3.15 p.m. when the following special Resolutions were duly proposed and carried.

1.—That the fifth paragraph of the Company's Memorandum of Association be altered by the substitution of the words "Twenty Thousand Shares of One Hundred Dollars each" for "Four Thousand Shares of Five Hundred Dollars each."

2.—That clause 10 of the Company's Articles of Association be expunged therefrom and the following substituted in lieu thereof:

"The Capital of the Company shall consist of Twenty Million Dollars, and shall be divided into Twenty Thousand Shares of One Hundred Dollars each, on which the sum of Twenty Dollars per Share is paid."

3.—That clauses 26 and 27 of the Company's Articles of Association be struck out therefrom.

4.—That clause 25 be altered by the substitution of the words "One Thousand" in lieu of "Two Hundred" and "Two Thousand" in lieu of "Four Hundred."

5.—That clause 19 be altered by the substitution of the words "Two Thousand Five Hundred" in lieu of "Five Hundred."

6.—That clauses 61, 62 and 126 be altered by the substitution of the word "Fifteen" in lieu of "Three."

7.—That clauses 83 and 84 be altered by the substitution of the words "Fifty" in lieu of "Ten" and "One Hundred" in lieu of "Twenty." A vote of thanks to the chairman and directors, proposed by Mr. A. M. R. Pereira, and seconded by Mr. C. Palmer, brought the meeting to a close.

CORRESPONDENCE.

(We do not necessarily endorse the opinions expressed by Correspondents in this column.)

FRANCE, VERSUS CHINA.

TO THE EDITOR OF THE "HONGKONG TELEGRAPH." DEAR SIR,—Since the accounts of the disaster which has befallen the French arms in Annam have reached us here my mind has been much occupied with the subject, and thinking a few of my notions may prove of interest to some of your readers I beg to subscribe them in verse. I have, of course, assumed that France will land at least 10,000 men of "all arms" to combat with what may, I think, be aptly termed *L'Es* "Black-flag men."

I. She (France) soon may fight against China's sabre, But don't this fact let any Frenchman brag; Will be very heavy, for her sars, Will not before the Chinese sars.

II. On and on they'll push their arms, And even Hanoi's forts and great alarm, Will not keep back the army's chums, Of fighting victory and their palms.

III. Onward onward! more and more, Hand-to-hand, death and wounds more sore, Unmindful lying in gore, Will stand their ground, for it is sure They their work will not desert.

IV. The Chinese talk of great preparation, For war with France, and their nation, Trying to make a huge sensation, By playing guns in many a station.

V. Mark my word, China's bluff is bluff (deception only), And if La République takes the field, They soon will cry, enough! And quietly suffer any ill.

VI. But should she (China) possibly go to war, Let's hope that she'll be beaten sore; If she, then, we may be sure, For aye she will fight no more.

VOX POPULI.

NOTE.—I believe I am fairly entitled to use the name *de Vox Populi*, for although doubtless very many object to any attempt on the part of the French to occupy or seize any portion of the southern frontier of China, still the same persons would like to see a little of China's coast knocked out of her.

Yokohama, 16th June, 1883. (Our poetic contributor evidently means to convey something—what, we cannot say, are rather in the dark. However, we make it a rule never to allow a poetic genius to bludge unseem, and so give *Vox Populi's* effusion for whatever it may be worth.—Editor, H.K. Telegraph.)

NEWS BY THE FRENCH MAIL.

The Messageries Maritimes Co.'s steamer *Smash*, Capt. Lequerre, with the London mails of June 8th, arrived in harbour yesterday afternoon. The subjoined telegrams are taken from Indian and Saigon papers.

CONSTANTINOPLE, 18th June. Hundreds of Armenian families have been evicted by the Turks from the Pashalik of Marash, a fertile tract of country in Asiatic Turkey.

PARIS, June 19th. In consequence of the rejection of the French ultimatum by the Malagasy Government, the French Admiral of the fleet has attacked and captured Tamatave, seized the Customs House, and destroyed three small ports along the coast. The Hovas are fleeing at their approach. The French are now firmly established at Tamatave.

ALGERIA, June 19th. French troops have been despatched to Tassara, south-west of Tunis, where a holy war has been proclaimed.

CAIRO, June 19th. News from Zuhuland states that the Utehs, partisans of Cetewayo, have made an incursion into the Transvaal.

PARIS, 21st June. Intelligence received here states that the Queen of Madagascar died six months ago, but that secrecy respecting her death was observed in Madagascar.

LONDON, 23rd June. A vacancy having occurred in the representation of Peterborough by the resignation of Mr. Whalley, Mr. Hurston, the Liberal candidate, has been elected member by 1,400 votes against 1,100.

PARIS, 23rd June. Madame Louise Michel has been sentenced to six years' imprisonment.

LONDON, 25th June. Obituary.—Sir William Thomas Knollys, [The Right Hon. Sir W. T. Knollys, K.C.B., was Colonel of the 99th, Duke of Edinburgh's Lankashire regiment; he entered the army so far back as 1813; but was best known as Gentleman, Usher of the Black Rod, Groom of the Stole to H. R. H. The Prince of Wales, and Receiver-General of the Duchy of Cornwall.]

26th June. Mr. O'Donnell has disagreed with his colleagues and succeeded from the Pall Mall party.

PARIS, 1st July. Come de Chambord has been suddenly seized with a severe illness. His condition is alarming.

3rd July. The Comité de Chambord is dead.

The Minister of Foreign Affairs has resumed his functions.

The Chambers will probably sit until the 25th.

SINGAPORE, 2nd July. The *Lynn* left this morning for Saigon at eight o'clock. The *Mytho* left at three o'clock.

The following items of general news are taken from the *London and China Express* of the 8th ultimo:—

The *Thalia*, 8, steel corvette, Captain John W. Brackenbury, from Hongkong, April 11, arrived at Malta on the 1st instant.

The *Lily*, composite gun vessel, Commander Richard Evans, recently returned from China, will pay off at Devonport June 19. The naval medal for long service and good conduct has been awarded to G. E. Shute, captain's coxswain, of the *Lily*.

The Mayor of Portsmouth has received an adonation of £5 from Captain Long, stationed at Hongkong, towards the Royal College of Music Fund, and through the same officer also two subscriptions of 10s. each for the same object.

Prince Prising, the Siamese Minister in London, accompanied by Khuang Nei Tej, First Secretary of the Legation, has arrived at the Hague to negotiate a convention with the Dutch Government on lines similar to the one recently concluded with this country.

The Chinese ironclad corvette *Ting Yuen*, constructed by the Vulcan Company of Sicily, underwent her official trial on the 5th inst., on the measured Admiralty mile in the Bay of Eckernförde. She attained a speed of 15.34 knots.

The Portsmouth coroner held an inquest at the hospital, on the 2nd inst., on the body of Alice Elizabeth Briscoe, aged one year and eight months, the daughter of John Briscoe, a leading stoker on board H.M.S. *Andalusian*, on the China Station. It appeared from the evidence that the child was accidentally scalded to death, and a verdict to that effect was returned.

Barren land, some 600 acres, covered six acres, has been totally destroyed by fire at Chicago. Fortunately there were no fatalities. The elephant "Jumbo" obediently walked out of danger.

Edward Hanlan, of Toronto, rowed John A. Kennedy, of Portland, for the aquatic championship of the world, at Boston, on the 31st ult., the former winning easily by fifteen lengths.

We are informed that it is under consideration to appoint a Vice-Consul at Swatow, in addition to the Consul, to superintend the very large emigration that now takes place from that port.

The Government might also consider the advisability of making a similar appointment at Amoy, where such an officer would have almost as much work to superintend as his confrère at Swatow would have.

The steamship *City of Rome*, owned by the Anchor Line, has made a rapid run to New York. Leaving Liverpool on the 23rd ult., she sailed from Queenstown at 3.30 p.m., on the 24th, and arrived off Sandy Hook at 4 p.m., on the 1st inst., having made the passage in exactly 74 days' apparent time, or allowing for the difference between English and American times, 74 days 16 hours.

A telegram from Port Said, dated May 31st, states that the P. and O. steamer *Lombardy* and the steamer *Huntingtower* have been in collision; both vessels are damaged. A later telegram states that the *Huntingtower* has been abandoned off of water on the east side of the Red Sea. The captain and crew have been safely landed at Suez. She was an iron screw steamer of 2,408 tons gross register, built at Newcastle in 1881, and was owned by Messrs. Sumner, Weston & Co., of London.

A statement has appeared in some of our contemporaries to the effect that the British fleet in Chinese waters was to be increased, which we understand is entirely incorrect. We believe, at present, there is no intention whatever of dispatching any additional vessels. Should complications occur it is possible that the Squadron might be reinforced, but the additions would probably be made by detaching some vessels already in commission on the East Indian and Mediterranean Stations, and not by commissioning others from home.

The details of the establishments for the Regular and Auxiliary Forces, which take effect from April 1, 1883, have been approved by Her Majesty. There is a total of all ranks on the home establishment of the Regular Forces of 101,468; on the Colonial 26,010; and on the Indian establishment 61,591, making a total of 189,069 all ranks, and 189,069 of all ranks. The Artillery Militia number 18,854, of all ranks; the Engineer Militia 1,440, Infantry Militia 117,575, and Channel Islands Militia 5,956. The Yeomanry Cavalry number 14,404. The total of the Volunteer Force amounts to 247,922.

At the Chinese Legation at Berlin there exists some uneasiness concerning the despatch of the ironclad *Ting Yuen*, recently built by the Vulcan Shipbuilding Company, to China. According to the contract the ship was to be finished in eighteen months, and already more than twelve months have elapsed without the vessel being despatched. H. E. Li Fong Pao, the Chinese Minister, has gone to Stettin, accompanied by the First Secretary of the Legation, Dr. Karl Kreier, and by Mr. Giquel, as the Chinese Government is anxious to be in possession of her fullest naval and military forces in view of possible complications with France.

The *Gazette* has announced the promotions of twenty-one paymasters, who have attained five years' service in that capacity, to the hon. rank of major. The following particulars regarding two of these officers may be of interest:—Major Bateman formerly in the 1st Regiment, was attached to the Royal Artillery during the operations against the Tzuping, near Shanghai, 1862, resulting in the capture of Nanking, Kadin, Isingpoo, Isolin, Nalow, the affair at Nalow, and second capture of Kadin; served as assistant-engineer on the thirty miles circuit survey round Shanghai, under General C. G. (Chinese) Gordon, in 1863-4, and in the Egyptian campaign of 1882; Major A. J. Roberts, formerly of the 4th Regiment, served in the North China campaign of 1860 (Tzuping).

Advice from Bredasdorp, May 13th, states with reference to the *Kollup*, which vessel

went ashore on the outer reef off Dyer's Island, that there is no sign of anyone on board, and the surf is too rough to go off. The whole coast, from Buffeljog to Bredasdorp, is strewn with wreckage, consisting of boats, casks, and some few provisions. All the interior fittings of a large cabin, and about twenty cases marked "C. J." over "T.C." "Shanghai." The boats have no names painted on them, but a red flag with white cross on the bows. A small bag of herbs, marked "Peppermint", piano glasses, paraffin casks, &c., &c., have been picked up.

The launch of the screw steamer *Calypto* took place at Chatham Dockyard yesterday, in the presence of a large number of spectators. The *Calypto*, which has been nearly two years in building, is intended to be employed as a fast cruiser, and has been constructed almost entirely of steel, by which great strength and lightness are combined. She is 235ft. in length and 46ft. in breadth, with a tonnage of 2,765. Being unarmoured, she is useless for defensive operations, but for offensive purposes she will carry an armament of heavy guns. With engines of 3,000 horse power she is expected to steam sixteen knots an hour. The christening ceremony was performed by Mrs. Watson, the wife of Admiral Watson.

The situation in Madagascar has become very vexatious. In addition to Mazinga, it appears that the French war vessels have bombarded the towns of Amoronimanga and Passandava, ports claimed by the French on the north-west coast of Madagascar. The bombardment caused great destruction of British and other foreign merchandise. The action of the French has caused the greatest excitement in Madagascar. The Malagasy were pressing forward their military preparations, and the Government declared their resolve to resist French aggression by force of arms. It is stated that Admiral Pierre, the French Naval Commander, has been instructed not to withdraw until after the recognition by Queen Ranavaloa of the French protectorate. He will insist upon the right being accorded to French subjects of owning landed property in Madagascar, and will also claim £1,500,000 for the cost of the expedition.

Captain George Campbell Fowler, R.N., of Crookham Elm, near Newbury, died on the 26th ult., aged sixty-six. He was third son of Rear-Admiral Robert Merrick Fowler. He served as acting lieutenant of the *Wellington*, under the late Earl of Lauderdale, in the first China War, including the capture of Chusan, reduction of Typhoon, advance on Canton, storming and capture of the city, attack upon Amoy, and reduction of Chusan and Chinghai (Medan). Among other operations on the coast of China he also commanded one of the three boats of his ship, and assisted by his great exertions in towing clear a flotilla of nearly twenty of the enemy's vessels, most of them chained in couples, and some even three together, which had been expressly intended for *Wallisley's* destruction (mentioned in despatches). In 1856 he was appointed flag lieutenant to Sir Michael Seymour, and accompanied that admiral to China in the *Culcutta*, serving at the destruction of the Fatsan flotilla of warjunks on June 1, 1857, and obtaining his promotion to commander shortly afterwards (Fatsan clasp). He was serving in the cutter *Louis* when that vessel was overtaken by a typhoon, and compelled to run ashore on the Chinese coast, but was afterwards rescued. After his promotion he did not serve afloat, retiring from the active list in 1867.

The correspondent of the *New York Herald* at Victoria, B.C., reports an attack upon the Chinese. At night, when the Chinese gang were in bed in their houses, their camp was attacked by a crowd of white men, who surrounded it, armed with clubs, with which they struck the Chinese as they rushed out of their cabins in the dark. Several were knocked down, and some were unmercifully beaten. A good many escaped, but nine were left on the ground for dead. The mob then hastily set fire to the houses and camp. As soon as the whites left some of the Chinese hastened back to their camp and tried to put out the fires and save their goods and clothing, but no water being at hand they were unsuccessful, and everything was burned. At daylight they gathered up the wounded, and found that one man was dead. As inquest was held, but it was found impossible to get a jury of twelve disinterested men, the feeling was so strong against the Chinese. After hearing all the evidence they returned a verdict that the deceased had come to his death from violence at the hands of parties unknown. At a meeting of the Pacific Mail Steamship Company the report was made that the suppression of Chinese emigration had caused a heavy decline in the passenger receipts, but British Columbia having welcomed the Chinese, the emigration there during the past few months has filled the company's ships and raised an expectation of profits at great as before.

To-day's

Advertisements.

FOR MANILA (DIRECT). THE Spanish Steamer "DON JUAN."

Captain Marquez, will be despatched for the above Port, TO-DAY, the 12th instant, at 5 P.M.

For Freight or Passage, apply to BRANDAO & Co., Agents.

Hongkong, 10th July, 1883. [549]

FOR SINGAPORE, PENANG, AND CALCUTTA. OWING to the inclemency of the weather the departure of the Steamship "CRYSTAL."

Captain R. A. Darling, is unavoidably postponed until TO-MORROW, the 13th instant, at THREE P.M.

For Freight or Passage, apply to DAVID SASSOON, SONS & Co., Agents.

Hongkong, 12th July, 1883. [539]

THE CHINA AND MANILA STEAMSHIP COMPANY, LIMITED. FOR MANILA (DIRECT).

THE departure of the Company's Steamship "ESMERALDA."

Captain Wright, for the above Port, is postponed until TO-MORROW, the 13th instant, at 5 P.M.

For Freight or Passage, apply to RUSSELL & Co., General Managers.

Hongkong, 12th July, 1883. [548]

NOTICE. ST. JOHN LODGE OF HONGKONG, No. 618, S.C.

A REGULAR LODGE will be held in FARRERSON HALL, Zealand Street, TO-MORROW, the 13th instant, at 8 for 8.30 P.M. precisely. Visiting Brethren will be made cordially welcome.

Hongkong, 6th July, 1883. [539]

Intimations.

THE HALL & HOLTZ, CO-OPERATIVE COMPANY.

CAPITAL £100,000. T.L.S. 300,000 IN 6,000 SHARES OF T.L.S. 50 EACH.

1,000 SHARES ARE RESERVED IN PART PAYMENT TO THE VENDORS, AND THE BALANCE IS OFFERED TO THE PUBLIC FOR SUBSCRIPTION.

Payment:—T.L.S. 10 per Share on Application; T.L.S. 15 per Share on Allotment; T.L.S. 25 per Share Three Months after Allotment.

Where no Allotment is made the deposit will be returned in full.

PROVISIONAL COMMITTEE: E. W. RICE, Esq., J. S. CZERNIA, Esq., JOHN MORRIS, Esq., G. W. GATES, Esq., G. MCNAIN, Esq.

HANKERS: THE AGRA BANK, LIMITED.

LEGAL ADVISER: R. E. WAINWRIGHT, Esq.

AUDITOR: GEO. R. CORNER, Esq.

ABRIDGED PROSPECTUS.

THIS Company is formed for the purpose of acquiring, developing and largely increasing the business of Messrs. HALL & HOLTZ, and of conducting the same, so far as the Shareholders are concerned, upon the Co-operative principle.

With this view the Provisional Committee have arranged to acquire the leasehold site and premises in the Nanking and Szechuen Roads and the freehold manufactory and godown in the Yuen-Ming-Yuen and Soochow Roads, together with the plant, machinery, fixtures, stock-in-trade and goodwill of the Firm's business, upon very advantageous terms.

The following are the principal departments of the business as at present carried on, viz:—Household and General Stores, Wines, Spirits and other liquors, Bakery, Tailoring and Gentlemen's Outfitting, Drapery, Ladies' and Children's Outfitting, Fancy Goods, Furnishing and General Upholstery.

Each branch of the business is in good working order, and well provided with all requisite fixtures and plant, while the stock is large and suitable, and the present staff of assistants is thoroughly well qualified.

To aid production in the furniture factory, powerful steam wood-working machinery has been ordered and may shortly be expected from Europe.

The gross returns of the Firm's business during the four years ended the 31st of March, 1882, have averaged about \$310,000.00 per annum, while the average annual profit during the same period has, after making ample allowance for bad debts, been over \$40,000.00.

Messrs. AUGUSTUS WHITE and GEORGE R. CORNER have certified to the above figures:—

While the averages mentioned above are for a period of four years, the business done during the latter two of these years shows a marked increase, the profits for the two years ended the 31st of March 1882 being over \$109,000, or about \$200,000 in excess of the previous two years.

The accounts for the year ended 31st March, 1883, have not yet been fully made up, but the Day Books for the last six months of that year show Net Sales of \$176,137.97, against \$166,277.64 for the corresponding period of the previous year, being an increase of \$11,860.33.

The net profits of the business of the Company will be applied in the first place to paying interest to the Shareholders upon their Capital at the rate of 10 per cent. per annum, and of whatever surplus may remain one-third will be applied in such way as the Shareholders shall from time to time determine, and the remaining two-thirds will be divided amongst those Shareholders who are contributors of business, *pro rata*, according to the amount of business contributed by each during the year in respect of which the distribution is made.

The purchase price to be paid for the land, buildings, plant, steam and other machinery, fixtures, and goodwill appertaining to Messrs. HALL & HOLTZ, business has been fixed at the sum of T.L.S. 150,000, in part payment of which the vendors are prepared to accept T.L.S. 50,000, in fully paid up shares in the Company and two-thirds of the balance by equal instalments, 12 and 18 months respectively from the formation of the Company, thus leaving only T.L.S. 33,334 to be paid down. The unpaid purchase money will bear interest at the rate of five per cent. only, and the Directors will have the option of anticipating any payment of principal should they think fit to do so. The Vendors are prepared to dispose of their stock, all of which has been expressly imported for the business, and is in good condition; at its cost, as laid down in Shanghai. Its estimated value is about T.L.S. 125,000. Power will be taken in the Deed of Settlement to increase the Capital of the Company should such increase, at any future time, appear to the Shareholders desirable.

The present members of the Firm of HALL & HOLTZ have agreed to remain in the Company's service for at least three years, and to do their utmost to further its interests.

The Agreement of sale and the draft Deed of Settlement are open for inspection at the Office of the Company's Legal Adviser.

Prospectuses and Forms of Application for Shares can be obtained from Messrs. HALL & HOLTZ, or from the Company's Bankers.

Application for Shares, at Hongkong or Foo-chow, can be made to Messrs. GILMAN & Co., Agents of the Agra Bank.

Shanghai, 4th July, 1883. [543]

Intimations.

HONGKONG HOTEL COMPANY, LIMITED.

NOTICE TO SHOPKEEPERS AND OTHERS.

THE DIRECTORS are prepared to let for a term not exceeding FIVE YEARS (after completion) SIX HANDSOME SHOPS (after completion) SIX HANDSOME SHOPS on the basement of the Hotel Building.

For further particulars, apply to LOUIS HAUSCHILD, Secretary.

Hongkong, 17th April, 1883. [296]

HONGKONG HOTEL COMPANY, LIMITED.

THE DIRECTORS are now prepared to receive TENDERS from suitable persons for a term of FIVE YEARS, for the lease of the HONGKONG HOTEL, with FURNITURE complete.

The Building (together with a powerful passenger lift) will comprise after the proposed alterations and additions have been completed, viz:—

Two Grand

Intimations.

A. S. WATSON & CO.

FAMILY AND DISPENSING
CHEMISTS,
WHOLESALE AND RETAIL DRUGGISTS,
DRUGGISTS' SUNDRIES,
PERFUMERS,
IMPORTERS AND EXPORTERS
OFMANILA CIGARS,
WINE AND SPIRIT MERCHANTS,
AND
MANUFACTURERS
OF

AERATED WATERS.

THE HONGKONG DISPENSARY,
ESTABLISHED A.D. 1841.THE SHANGHAI PHARMACY,
44, NANKIN ROAD, SHANGHAI.BOTICA INGLESA,
14, ESCOLTA, MANILA.

THE CANTON DISPENSARY, CANTON.

THE DISPENSARY, FOCHOW.

NOTICES TO CORRESPONDENTS.

It is requested that all communications relating to Subscriptions, Advertisements, &c., be addressed to the "Manager, Hongkong Telegraph," and not to the Editor.

Letters on Editorial matters to be sent to "The Editor," and not to individual members of the staff.

Communications intended for publication must be accompanied by the name and address of the writers, not necessarily for publication; but as evidence of good faith.

While the columns of the Hongkong Telegraph will always be open for the fair discussion by correspondents of all questions affecting public interests, it must be distinctly understood that the Editor does not in any way hold himself responsible for opinions thus expressed.

TO ADVERTISERS.

Advertisers are requested to forward all notices intended for insertion in that day's issue not later than THREE O'CLOCK so as not to retard the early publication of the paper.

TO SUBSCRIBERS.

Arrangements have been made to publish The Hongkong Telegraph daily at 4 P.M. Subscribers in the central districts who do not receive their copies before FIVE O'CLOCK will oblige by at once communicating with the Manager.

The Hongkong Telegraph

HONGKONG, THURSDAY, JULY 12, 1883.

THE weather, which has been threatening for several days past, commenced to assume a serious aspect late last night, and with recent telegrams from Manila to the effect that a typhoon was slowly travelling from the north of Luzon in this direction, the weather-wise appeared perfectly justified in predicting that we were "in for a stiff blow." Shortly after six p.m. yesterday, we were visited with a few sharp rain squalls, and as the barometer kept going down slowly but steadily, whilst the atmosphere was unusually close and oppressive, it soon became evident to old hands that a spell of nasty weather was impending. By midnight a smart breeze was blowing, and although the sea was comparatively calm, a falling barometer and other unmistakable signs of a typhoon sounded the note of preparation on board ship and also amongst the native population. An exodus of junks, sampans and other native craft immediately commenced towards East Point and other havens of refuge, whilst several steamers got up steam, and strict attention was paid to moorings and anchor chains. During the morning the gale steadily increased, the barometer falling slowly the whole day, and up to the time of our going to press (4 p.m.) the storm shows no perceptible signs of abatement.

So far, we have had no typhoon; but it is difficult to say how long we may remain free from such a dreaded visitation. It is rumoured that the typhoon telegraphed from Manila a couple of days ago, has struck Amoy with full force; but as the Hongkong-Amoy cable has given way, we are unable to speak authoritatively, or to furnish particulars. It is also reported that another typhoon has been wired from the Philippines. There are few casualties to report at present. A number of native craft have, as usual, been smashed to pieces, owing to the carelessness of their owners; but, although several narrow escapes from drowning came under our own personal observation, no loss of life has, so far as we are aware, been reported on this side. How things have fared on the Kowloon shores we are yet unable to say. Early in the day several steamers left the harbour to seek safer shelter, the men-of-war in port quickly following the example set by the *Emerald*, *Thales* and others. The sea has not been particularly heavy in the harbour, although of course the usual traffic has been suspended, and the departures of all vessels, including the homeward-bound French mail, have been postponed. As we write these lines the prospect is anything but encouraging.

and unless a sudden change sets in, our seafaring friends, and also those on shore, are likely enough to spend a trying night.

The following are to-day's readings of the barometer, taken at the establishment of Messrs. Geo. Falconer & Co., Queen's Road:—

9 a.m.	29.609
1 p.m.	29.492
1.45	29.484
2.00	29.484
2.15	29.476
2.30	29.476
2.45	29.476
3.00	29.462
3.15	29.456
3.30	29.456
3.45	29.456
4.00	29.450

TELEGRAMS.

LONDON, July 10th.

THE CHOLERA IN EGYPT.

The population of Brindisi, fearing cholera, have refused to allow the landing of the Bombay mail.

MR. BRADLAUGH EXCLUDED FROM THE HOUSE OF COMMONS.

On Mr. Bradlaugh notifying that he should take his seat in the House of Commons, a motion to exclude him from the precincts of the House was agreed to by 222 votes to 55.

LOCAL AND GENERAL.

TELEGRAPHIC communication between Hongkong and Amoy was interrupted this morning, owing to a break in the Great Northern Telegraph Company's cable in the vicinity of the last named port. This would seem to indicate that bad weather is raging in the north.

THE sick persons segregated at Stone-cutters Island must have had a particularly agreeable time under canvas during the past twelve hours. They have apparently a pleasant prospect in front of them for some time to come. We trust the Government feels proud of the admirable arrangements it had carried out in the interests of suffering humanity.

At the police court this morning Thomas Kelly and Thomas Connell, hailing from the Emerald Isle, Charles Roberts, a Frenchman, and William Riley, a true "heart of oak," were charged with having deserted from the American ship *Elwell*. After hearing from P.C. Henry Millar, No. 16, that the stragglers from their home on the briny, had been arrested at the instance of the United States Consul, and as the soft impeachment was not denied by the defendants, Captain Thomsett gave orders that they be placed on board their ship.

H.M.S. *Lively*, which was placed at the disposal of the Royal Commissioners appointed to enquire into the notorious crofters' disputes in the Isle of Skye and other places in the Scottish Highlands, has stranded on a rock off Chickenhead, Stormway. The weather was fine and the vessel was in charge of a pilot. Captain Parr and the Commissioners were at dinner when the ship struck, and as she was steaming at the rate of eleven knots she sustained very serious damage. The Royal Commissioners were landed immediately after the accident. The *Lively* would seem to be a very unfortunate vessel. It is only a few weeks ago since she was severely injured while conveying Sir John Hay to Malta, and was repaired at a heavy outlay. This is the vessel that has been reserved to relieve the *Vigilant* on this station next spring.

In the House of Commons on the 1st ult. Mr. Ashmead-Bartlett asked the First Lord of the Treasury whether, in view of the serious injury to British commerce which a war between France and China would involve, Her Majesty's Government would interpose their good offices between those Powers? Mr. Gladstone in reply said:—Both in the general interests of peace, which we think to be of high importance to the country, and likewise in the interests of friendly foreign Powers, Her Majesty's Government are always on the look-out for opportunities (laughter) when any foreign Power is involved in differences with another State—Her Majesty's Government are always anxious to find opportunities for offering their good offices if they can do so with advantage. I am not prepared to say that the circumstances of the present case afford any sufficient expectation of advantage, but the subject is one which will remain under the careful consideration of Her Majesty's Government.

By the French steamer *Saltre* from Halphong, we learn that the belligerents in Annam remain practically *in statu quo*. Nothing of the slightest importance has transpired at Hanoi, or any of the outlying French posts, since our correspondent last wrote. In Halphong a considerable amount of excitement has been caused by the numerous robberies which have lately taken place in that port. In one instance between three and four hundred rascally Annamese thieves mustered and made an attempt to ransack a portion of the city. They were, however, soon put to flight by the garrison, who opened fire on the marauders with fatal effect, although the rascals succeeded in carrying off the dead bodies of their comrades. A French customs officer who was attacked in his own house and despoiled of some \$70, succeeded in capturing a brace of the thieves, who were handed over to the Annamese authorities, and immediately hung to a tree. A German resident caught a couple of incendiaries in the act of setting fire to his house, doubtless for the purpose of plunder, and drawing his revolver shot them down. They had to some extent succeeded in their nefarious design, the adjoining house being already in a blaze; however, the fire was extinguished without any serious trouble. From the above it will be seen that life in Halphong just now is anything but agreeable. Arrivals of fresh reinforcements from France at Saigon were reported; but no additional troops had reached Halphong when the *Saltre* left.

There was a beachcomber named Dowling, who was found by the Consul, you will find. And the body locked up in the Dowling.

A DOTTING young father boasts that his baby-son is so affectionate that he sits up with his parents all night, and so tough that he seems to have no conception of fatigue or of the time of day.

"A lady would be glad to hear of a situation as butler in a quiet family," was the startling announcement in a late number of the *Morning Post*; but she went on to say that she wanted it for a man-servant of her own.

THE physicians of a hospital in Philadelphia are in doubt as to whether leprosy is or is not a contagious disease. The happy thought occurred to one of them the other day, who had a leper under treatment, to advise his patient to travel, try a change of climate and air, mingle with his fellow-men, and if the disease is really contagious, the fact will soon become known. The Philadelphia *Inquirer*, which is the authority for this statement, says: "Of course, the community at large will be only too glad to become the means of settling a disputed scientific question, even at the risk of contracting a horrible disease but they can't help feeling that the medical idiots who hit upon this method of settling their disputes should first take the patient into their own homes, where they can personally watch the result of their extraordinary advice."

ABOUT one o'clock this morning, when the hurricane which has raged all day, was commencing to make itself felt in the harbour, a red glare in the sky away to the eastward, indicated that more than one destructive element was at work. It was at first reported that a fire had got hold of the village of Wong-nai-chong; but a hasty visit to the Happy Valley, in the early hours of the morning, quickly dispelled that notion. Owing to the breakdown of several of the outlying telegraph wires, and to the telephonic apparatus in the office of "the honourable the Surveyor-General" being out of order, we have been unable to obtain as full particulars of last night's flare-up as we could have desired; however, it appears that the conflagration took place at Price's Folly (the new water-works) at Tai-tam-tuk, and was confined to a few matchboxes which were quickly consumed. Further reliable particulars may possibly come to hand by and by—but we have our doubts even as to that simple matter.

MR. EDWARD DOWLING, loafer and beachcomber, has again turned up. As we have determined to the utmost extent of our power to put down this beachcombing nuisance, a few particulars as to the recent career of Mr. Dowling will to some extent show the public the nature of the evil with which we have to grapple. On the 4th inst. we wrote:—"Edward Dowling, seaman and loafer, for professional begging, was this morning sent in to the Hotel for a seven days spell of hard labor. Mr. Dowling had previously interviewed the magistrate on a similar charge, but a yarn to the effect that he was to be shipped on the *Great Admiral* succeeded in gaining him his liberty. When his present term expires it is to be hoped the authorities may see their way to despatching this interesting specimen of the genus "beachcomber" to fresh fields and pastures new. Hongkong is completely played out." From authentic statements which we have gathered from reliable sources it appears that this man Dowling was discharged with thirteen dollars pay from the American ship *Abbie Carter* on the 21st of April last. Mr. Elentor Villanueva, a licensed sailors' boarding master becoming security for him, in accordance with ordinary custom. Dowling remained with Mr. Villanueva until the 21st of June, a period of two months, and then he was shipped on board the American ship *Great Admiral*. After receiving twelve dollars as an advance on his wages he was put on board that vessel. Four days later, on the morning of the 25th of June, the *Great Admiral* cleared for Manila, intending to sail on the following morning; but when it came to mustering "all hands" on board Mr. Ned Dowling was found to be *non est*, and in consequence the captain of the vessel had to ship another man, while Dowling went "beachcombing." The United States Consul advised the Captain to report the man to the police as a deserter, and to furnish a description of his personal appearance. The captain accordingly did so. Mr. Dowling, however, failed to attract the notice of the guardians of the peace until the 4th instant, when, as above related, he was furnished free board and lodging in Hayward's Hotel for the space of seven days. We now arrive at what may be termed the sequel of this gentleman's interesting story. It appears that the enterprising Dowling addressed a petition to the Colonial Government setting forth that he was a shipwrecked mariner from the ship *Narachus*, lost in Manila, and requesting his liberation from bondage. Colonel Mosby was communicated with by the Government and his good offices solicited with a view towards ridding the colony of the presence of this nuisance. The gallant Colonel replied that although the man's story was false, he never having been in the *Narachus* nor had that vessel ever been wrecked, if the Government saw fit to pardon the man, and hand him over to the care of Mr. C. F. W. Petersen, boarding house keeper, that obliging functionary would have instructions to put him on board the first vessel requiring any seamen. However, nothing definite appears to have been done, and Mr. Dowling's term of seclusion having expired yesterday, he lost no time in again turning up at the United States Consulate where Colonel Mosby at once had him arrested as a loafer and deserter. In the usual course of events Dowling was honored with a personal interview with Captain Thomsett at the Magistracy this morning, and the worthy Captain being in a good humour, he gave the beachcomber a benefit of the doubt and sent him adrift with a caution. Mr. Petersen has still the order for Mr. Dowling's delivery to the first American skipper in want of a hand, so that we hope shortly to hear that this inveterate loafer has been shipped to sunnier climes.

SUPREME COURT.

(Before Chief-Justice Sir GEORGE PHILLIPPO.)
July 11th, 1883.

LOUREIRO v. ROZARIO, AND OTHERS, (CLUB LUSITANO).

The plaintiff in this case was represented by Mr. Jno. J. Francis, instructed by Messrs. Branton, Wolton and Deacon, whilst Mr. McKeen, instructed by Messrs. Sharp, Toller and Johnson, appeared for the defendants to open the case by reading the petition of the plaintiff, Mr. José da Silva Loureiro, the Portuguese Consul at this port, when the Chief Justice remarked that it seemed, in his opinion, a pity that the matter could not be arranged between the parties without bringing it into a court of law. He was well aware that overtures towards an amicable settlement had been made but he was not aware what result had been arrived at between the solicitors for both sides. After all, the question to be determined was a question of pure law, and it would not be a fitting time then for the Court to express an opinion as to whether the defendants were justified in expelling Mr. Loureiro from the club or not; the question for the Court to decide would be whether they had a right to act in the manner they did or not. The Court had naught to do with the case as regarded the original dispute.

Mr. Francis said it was only his intention to mention that there was some dispute in the matter. The question to which he should direct his arguments was whether the Club had any power to expel Mr. Loureiro, and whether, if they had rules to enable them to do so, they had exercised such power in accordance with their legal rights. These were the only questions he proposed raising before the Court.

His Lordship said as to the nature of the dispute any opinion as to the law that it was only a question of law that the Court had to deal with, and he thought that the matter could be better dealt with by some arrangement being made.

Mr. Francis said it was the defendants who had rendered it almost absolutely necessary that the matter should be brought into court by the plaintiff, owing to their rushing the whole thing into the public papers, in the shape of a report, the morning after the Club had held its meeting.

His Lordship said he did not wish to blame Mr. Loureiro in any way for instituting the action, but if it were possible to have the matter settled out of Court considerable time having elapsed to enable the feelings raised at the time to somewhat cool down, he should be glad if the matter were so disposed of.

Mr. Francis stated that it was the intention of his client to give up nothing. He had done no wrong; there was no reason why he should be put to all this expense; or why these proceedings by the club should have been taken and then published in the public newspapers.

His Lordship then remarked that the case had better go on.

Mr. Francis, continuing to read the petition, said that the defendant, Mr. Loureiro, was Portuguese Consul at Hongkong, holding the rank of General-Consul. The defendants were the President and members comprising the committee of the Club Lusitano. The plaintiff became a member of the club in June 1879 and until the 14th July 1882 had enjoyed privileges as a member coupled with the use of the house in Shelley Street as a Club. A meeting was held by the committee and members of the Club on the 14th July 1882 after which the plaintiff received intimation that it had been decided by a majority of votes at said meeting to eliminate his name as a member of the Club. There had been no address of notice given to the plaintiff, nor was any intimation given him as to the purpose for which the meeting was convened—being to deliberate upon a charge made against him, and to investigate into his conduct. Certain charges were made against the plaintiff, and a resolution, to the effect that the plaintiff's name be erased from the list of members of the Club, was proposed and seconded without being duly put to the meeting and carried. The plaintiff had no opportunity of defending himself, not being present at the meeting, nor was anyone allowed to make an attempt to speak in his defence. The resolutions thus passed must be considered null and void and as not affecting the status of the plaintiff in the club as one of its members. They had no right to exclude him from the building or from the use of the club or club property.

The learned counsel then read the defendant's answer to the petition, which, after admitting certain formalities contained in the petition, showed that the property of the club belonged to certain persons who had been appointed trustees of the club receiving the shareholdings of the club. The management of the club was vested in the defendants by the shareholders, certain statutes and rules being drawn up for the regulation of its management, wherein provision was made for the expulsion of resident, non-resident, honorary or visiting members. It was not under any of these rules that the plaintiff had been elected a member of the club in June 1879, notwithstanding he had had the use of the club from the date of his election until his expulsion on the 14th July 1882. The plaintiff had no notice of the meeting at which the resolution was passed, nor was he charged with any offence on the 14th July 1882. The plaintiff's petition for July 1882, due and sufficient notice of the meeting in which it was stated that a matter of great importance was to be discussed. The circular did not specify the particulars of the discussion, but the plaintiff received a copy of the circular and was privately informed as to the nature of the proposed proceedings. It was to spare the feelings of the plaintiff, who received a copy of the circular, that the matter at issue was not more fully stated in the circular. That the plaintiff had received due notice of the meeting was carried by 25 votes against 11 for the amendment. He submitted that the question which arose first for the consideration of the court was what was the constitution of the Club Lusitano so far as its power to expel its own members was concerned. The reply of the defendants alleged that there were rules providing for the expulsion of members, and two documents were tendered in the shape of the Articles of Association of the Club Lusitano, Limited, prepared in March, 1880, which company was formed by examination of the Register of Companies was dissolved in October, 1879, and the Club was afterwards re-constituted. These rules, therefore, were only those of the Club Lusitano Company, which had been dissolved, and came to an end in 1879, and could not refer to the Club as it at present stood, unless they had been formally adopted by the club. Assuming, however, the rules were in force, the only

rule applying to expulsion of members was No. 25 of the Miscellaneous Rules, stating that a member should be liable to expulsion for any infraction of the rules, or for conduct outside the Club which, in the opinion of the Committee, was derogatory to his station in society. If a majority of a meeting composed of the whole committee and an equal number of the members called together so determined. Mr. Francis submitted that this rule only referred to the Limited Company which had been dissolved, and moreover there was nothing to show that the meeting was constituted according to this rule. There was nothing to show that the committee had first taken cognizance of any conduct on the part of the member to form an opinion thereon as was provided in the rule. He would call attention to the case of Fisher and Keen, 11, Chancery Division, page 353, where it was held that the body vested with the governing power of the Club had not carried out the powers vested in it according to light and justice, as no sufficient notice was given of the meeting nor of the object for which it was called together, and he contended that such was the case with the present matter, insufficient notice of the meeting having been given, and the object for which it was called not being stated. The case of Labouchere against Lord Wharmcliffe was also cited, 13, Chancery Division, page 346. It was held in this case that before the course of expelling a member was adopted the whole case ought to be heard, the member should be given an ample opportunity for defending himself, and then time should be taken to consider the circumstances. In this case nothing of the kind was done, and charges were made behind the plaintiff's back from which he had no opportunity of defending himself. It was alleged that this was immaterial as the committee had before them every detail on which an opinion could be formed. He, however, ventured to think they had not. He handed in the Articles of Association of the Limited Liability Company of 1866, and the Book of Rules made in 1875 for the government of the present Club Lusitano. He called attention to rule four, under which it was laid down that a meeting of the Club was valid providing that three days notice of it was given, and that the object of the meeting should be stated on the notice. In this case the notice was issued on the 13th July, and the meeting was held on the 14th, and the only intimation of the object of the meeting on the notice paper was that a matter of importance would be considered. Mr. Francis also pointed out that the word used was "partners" and not members generally. No appeal was allowed Mr. Loureiro against his expulsion to the committee or the directors. In this matter he would contend that with some distinctions this Club was in the position of a partnership, and unless there was some special limitation or agreement to the effect, the partners could not, by a majority, however great, expel a member; an expulsion would mean the dissolution of the whole partnership. Mr. Francis further submitted that the proceedings at the meeting of the members of the Club were irregular and informally conducted; the resolution was never duly put before the meeting nor fully and properly carried. The only matters on which the votes of the members were taken were the original motion for Mr. Loureiro's expulsion, and the amendment, and the meeting had not the opportunity of negating them. The usual course of public meetings was to put the amendment first, and then the original resolution, and the meeting should be called on to vote for and against the amendment. In this case, however, the only alternative they had was between the resolution and the amendment; they could not vote the contrary of either, and there might have been many present who had no desire to see either carried, but who had no opportunity of expressing their dissent. Mr. Francis also cited the case of Hopkinson v. the Marquis of Exeter, and he afterwards submitted that the Club had reserved to itself no power for the expulsion of members, that they were in the position of a partnership, one member of which could not be expelled without the dissolution of the whole partnership; that even if they had the power of expulsion, that power was not exercised in accordance with the rules of right and justice, that the meeting, at which the resolution for expulsion was passed was not properly constituted under any of the rules put forward, and the plaintiff had no opportunity of defending himself. Mr. Francis again quoted the cases mentioned to show that it was not enough for a man to have a general notion that a meeting was to be held concerning him, but he should have cognizance of all or nearly all the material facts to be brought before the meeting through the newspaper or other source. The committee were bound to receive evidence in their own power in strict accordance with the rules, or, when the rules were silent, in strict accordance with right and justice. The plaintiff prayed that the resolution might be declared null and void, that he might be declared a member of the Club, and that the members should be restrained from interfering with his enjoyment of membership of the Club by a majority. Mr. Francis put in a notice dated the 17th June 1879, stating that Mr. Loureiro had been elected a member of the Club by a majority of votes. The minute book was shown that Mr. Loureiro had been unanimously elected a member of the Club. Mr. Maclean said he did not propose to raise the contention that Mr. Loureiro was not duly elected a member of the Club.

Mr. Francis then handed in documents connected with the case consisting of the articles of association of 1866, the Rules of 1875, a copy of the resolutions forming the Club, and a limited liability association in 1879, and said that was the case for the plaintiff. Mr. Francis said that he had, been expecting to see his learned friend put in, some more, proofs as to the plaintiff's position in the Club. Mr. Francis stated that his client enjoyed the benefits of membership of the Club Lusitano from the date of his admission in June, 1879, to his expulsion in July last year, and he had represented him as in the position of a partner of the Club, that therefore the Club was of an ordinary character, and the members were all on the same footing. This, however, had not been the case, and he believed that before His Lordship would give judgment for him to show that he was a partner of property in some way as a member of the Club, or property that was in any way vested in the defendants in this suit. Mr. Maclean proceeded to read extracts from Carr on Injunctions. It was there held that the subject matter of the jurisdiction of the Court of Equity was civil property, injury to property, whether actual or prospective, was the foundation on which "its jurisdiction rested." The Court of Equity had no jurisdiction over mere personal and moral rights, and it was not called upon to interfere where there was no right of property involved. Mr. Maclean submitted that before the plaintiff could make out a case for the interference of his Lordship it was necessary for him to prove that the defendants were in the position of partners with him, and that the Club was of such a nature that the defendants were partners of trustees, or joint owners with him in some respect. He would have to prove that he had a *prima facie* right to some portion of the Club of the Club and a *prima facie* case for the plaintiff had to be made out, and he had merely stated that he was a member of

the Club, and Mr. Maclean submitted that this was not sufficient; he must prove a sort of right and interest in it—some property in the Club, and that it was for injury to his property in the Club that he came to the court. Mr. Maclean cited the case of "Rigby v. Connell," Chancery Division 14, page 482, in which it was laid down that in order to annul the expulsion of a member from a voluntary association, it was necessary to prove that the member had property in the association of which he was deprived by his expulsion. The Master of the Rolls, Sir George Jessel, held that the foundation of jurisdiction was the right of property vested in a member of which he had been unjustly deprived by expulsion. There was no jurisdiction to decide the rights of persons associated together when there was no property vested in the members, or when the party seeking the interference of the court had no possession of any share of the property of the association. Mr. Maclean next referred to the Lord Chancellor's decision in the St. James's Club, in which it was held that where a club was broken up each member was entitled to a share of its effects. Lytleton v. Blackburn, 33, L. R. New Series, page 543, was next quoted, it being argued for the defendants in that case, where the plaintiff had been expelled from a Club, that there was no Club property vested in the committee, and no partnership interests at stake. The case was decided upon other grounds, but the Lord Chancellor said if the case had been proved it was doubtful whether the court had jurisdiction, because there was no evidence that the members had any property in the Club. The plaintiff in this case had not shown that he had any property whatever in the Club, and it was not for his Lordship to assume that he had. The articles of association and rules which had been put in dealt with the partners in the Club, which the plaintiff had not shown himself to be one of (Mr. Maclean would, before going further, ask His Lordship to decide this point).

Mr. Francis contended that though the translation furnished used the word "partner," it was not the correct one; the word used in the statutes, which were in Portuguese, was "sócio," which did not mean partner, but simply member.

Mr. Maclean said he was instructed that "partner" was the correct translation of the word. His Lordship in deriving the point suggested that it might be derived from the Latin, and that the word might imply "partner," but he did not see that the rules provided for two classes of members.

Mr. Maclean went on to deal with the rest of his case, and regretted that it had been found necessary to delay the case on account of the illness of a witness believed to be very material to his case. He regretted to say Mr. Rozario was still too ill to attend, and he had decided to go on with the case as there appeared to be no hope that that gentleman was likely to be able to attend for some time. He went on to explain how the old Club was wound up in 1875, and Messrs. Alves, Barretto, and Romano appointed liquidators, how certain gentlemen formed a committee for buying up the Club for a sum of \$30,000 to be raised by the issue of 300 shares of \$100 each. The money was raised by the taking up of these shares and by the borrowing of money upon mortgage. The Club was set on foot again as before for the use of the Portuguese community, but it remained to the present time the property of the shareholders, the whole management of the Club being in their hands. The committee was not one appointed by the ordinary members of the Club, but one appointed entirely by the shareholders. The entrance fees and subscriptions of the members were payable at the end of each month. Therefore this Club was not like the ordinary ones at home, in which all the members had property rights; those rights being very simple, vested in the shareholders. As to the old Rules of Association of the Club, though they had never been adopted by any formal resolution, yet they had been to a certain extent abided by ever since the new Club had been formed, and it was a question for His Lordship how far they applied in this case. As to the cause of the action of the Club, he would not go into that; there was no allegation of malice, and he thought his Lordship would assume that there had been reasonable ground.

Mr. Francis said whether there was a reasonable cause or not, as he understood it, was not a question for His Lordship to decide, it was not a question for the court.

Mr. Maclean proceeded to argue, with regard to the contention that the meeting was not properly summoned and constituted according to the rules, that the rules were simply drawn up by the partners of the Club for their own guidance, and there was no rule at all which applied to the calling of a meeting of ordinary members as well as shareholders. He might even go so far as to urge that there were no rules at all, and members were quite justified in meeting together, and by a majority expelling any one who, from any unfortunate cause, had become obnoxious to them, without any particular notice. His clients did not go so far in this case, they gave notice, and the plaintiff had sufficient notice to enable him to appear, they and defend himself if he had so wished. The notice was one which put him off inquiry, so that he became aware of what the object was. The notice was perfectly well known, the matter being notorious throughout the colony. It was out of a tender regard for Mr. Loureiro's feelings that the exact object of the meeting was not stated on the notice. That Mr. Loureiro received this notice, and understood the object of the meeting, was evident from the letter he wrote, and it could not therefore be said that he had no opportunity of defending himself. The letter he sent, requested that his resignation as a member of the club, should be tendered, before anything else was done at the meeting. Mr. Da Costa produced the letter but it was decided that it should not be read. No one attempted to speak on behalf of Mr. Loureiro and had been refused a hearing at stated, but on the contrary, Mr. Da Costa disclaimed any intention of defending him. The committee had considered the matter on two or three previous occasions, and might, he submitted, have decided it; themselves, but he preferred to bring it before the general body of members. At the meeting anyone who had anything to say on behalf of Mr. Loureiro was invited to speak, but no one offered to do so. They were not bound either to hold the preliminary meetings. Mr. Maclean submitted that there was nothing irregular in the meeting or the way it had acted, and if Mr. Loureiro had intended to have been present to defend himself he would have been there. Mr. Maclean also argued that upon the broadest view of natural justice, that upon the facts of the case, which were fairly stated, the Club had done what was fair to the plaintiff, in that they had summoned the meeting and dealt with the case.

The following evidence was then taken.

Mr. J. P. Da Costa said:—I am the Hon. Secretary of the present Lusitano Club. I have lived a great number of years in Hongkong, and was here when the old Club was dissolved. I and seven others joined together in forming the new Club—Mr. Romano, Mr. Rozario, Mr. Capello, Mr. J. A. de Remedios, Mr. Figueiredo, and myself. We had several meetings in 1875 and decided to raise a certain amount of capital. We entered into a contract with the liquidators of the old Club for the stock for \$35,000. The first trustees were Messrs. Rozario, and Remedios. At that time 167 shares of \$100 each were tendered to us of 600 we intended to issue; the remainder of the money was raised on mortgage.

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